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HealthVermont.gov

*Agency of Human Services*

**STATE OF VERMONT  
AGENCY OF HUMAN SERVICES  
VERMONT DEPARTMENT OF HEALTH**

**SEALED BID**

**REQUEST FOR PROPOSALS**

**FOR**

**REGIONAL COMPREHENSIVE ADDICTION TREATMENT HUB  
SERVING FRANKLIN AND GRAND ISLE COUNTIES**

**Expected RFP Schedule Summary:**

Procurement Schedule	
RFP POSTED	April 1, 2016
BIDDER QUESTIONS IN WRITING DUE	April 15, 2016
ADAP RESPONSES TO QUESTIONS ARE POSTED	April 22, 2016
BIDDERS CONFERENCE CALL	April 26, 2016 11:00am – 12:00pm
BID PROPOSALS DUE	May 2, 2016
BID OPENING	May 3, 2016 10:00am
FINALISTS INTERVIEWS	On or before May 31, 2016
SELECTION NOTIFICATION ANNOUNCEMENT	On or before June 30, 2016

LOCATION OF BID OPENING: 108 Cherry Street, Suite 207, Burlington, VT 05401

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS  
ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<http://vermontbusinessregistry.com/> and  
<http://healthvermont.gov/adap/adap.aspx>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED  
INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK**  
<http://vermontbusinessregistry.com/> and

<http://healthvermont.gov/adap/adap.aspx> FOR ANY AND ALL NOTIFICATIONS,  
RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

**Single Point of Contact: Erin O'Keefe**  
**Phone: 802-859-3008**

**Contact Address: Vermont Department of Health**  
**Division of Alcohol and Drug Abuse Programs**  
**P.O. Box 70**  
**108 Cherry Street, Ste. 207**  
**Burlington, VT 05402-0070**

# 1. Overview

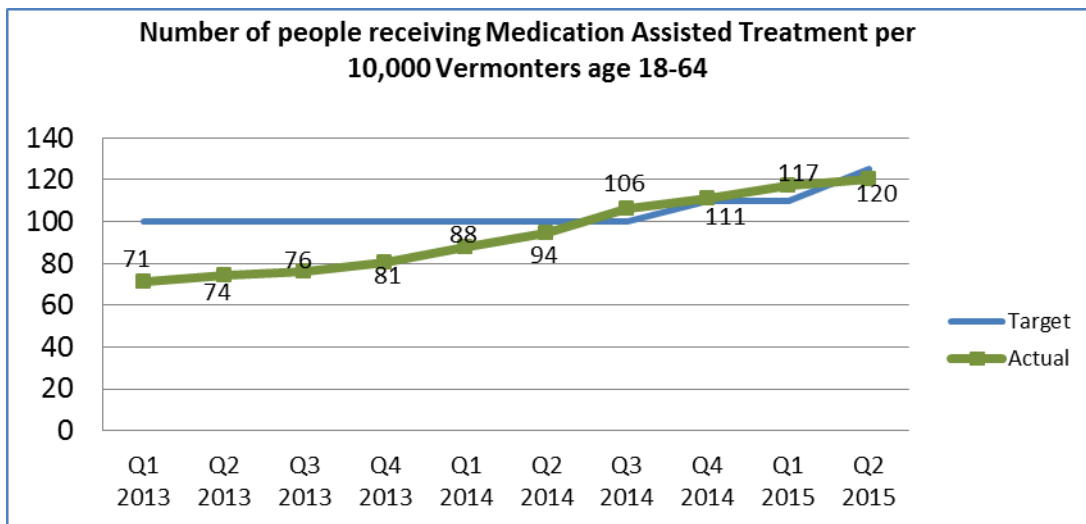
## 1.1 Requests for Proposals

The Vermont Department of Health (VDH), Division of Alcohol and Drug Abuse Programs (ADAP) is seeking qualified Bidders to provide a Regional Comprehensive Addiction Treatment Hub to serve Franklin and Grand Isle counties. The VDH is soliciting competitive sealed, fixed price proposals (Proposals) for a Regional Comprehensive Addiction Treatment Hub (the Work) from qualified Bidders. If a suitable offer is made in response to this Request for Proposal (RFP), VDH may enter into a subrecipient grant agreement (Grant) to have the selected Grantee perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how VDH will evaluate the Proposals, and what will be required of the Grantee in performing the Work.

## 1.2 Background and Need Statement

### Overview

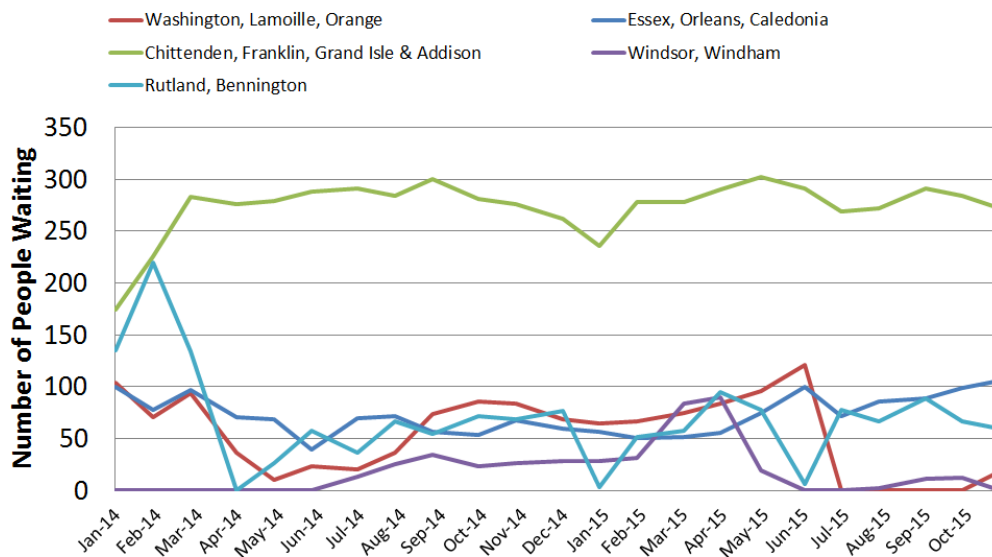
The use of heroin and other opioids has been identified as a major public health challenge in Vermont. The potential health, social, and economic consequences of this problem have led to the development of a comprehensive treatment system, the Care Alliance for Opioid Addiction, also known as the Hub and Spoke system, through a collaboration between the Blueprint for Health, the Department of Vermont Health Access, and the Vermont Department of Health's Division of Alcohol and Drug Abuse Programs. This effort includes local health, addictions, and mental health providers and is focused on effective, coordinated and supported care for opioid addiction. Statewide, there has been a significant increase in MAT treatment capacity as shown in the Figure below.



Despite the increased treatment capacity resulting from the development of the Hub and Spoke System, the number of people waiting for services has not decreased in the northwest region of Vermont. Medication-assisted treatment utilization varies based on

availability of services. With over 25% of the state's population, Chittenden County has a utilization rate lower than the statewide average indicating that additional capacity is needed in this region. As of December 29, 2015, there were approximately 250 residents from Franklin or Grand Isle counties receiving treatment outside of their county of residence or awaiting access to care.

## Number of People Waiting for Hub Services by Region



As of January 2016, Franklin and Grand Isle Counties had 343 patients receiving MAT from fourteen (14) prescribing physicians. There are seven (7) area Spoke practices.

### Description of Need

The Vermont Department of Health (VDH), Division of Alcohol and Drug Abuse Programs (ADAP) aims to create a Regional Comprehensive Addiction Treatment Hub to serve Franklin and Grand Isle counties that will be operational by January 2017. This Hub will provide comprehensive addiction and co-occurring mental health treatment services to Vermonters with opioid use disorder. In addition, this Hub will assure the provision of integrated health care, recovery supports, and rehabilitation services for clients of the Hub. The Hub will provide specialized Medication Assisted Treatment (MAT) for clients. Medication Assisted Treatment is the use of medications in combination with appropriate supportive counseling and other services to provide a whole-person approach to the treatment of substance abuse disorders.

ADAP is committed to continuing to ensure that the needs of Vermonters with opioid dependence are fully addressed. Currently ADAP supports hub services in five regions throughout Vermont. The following definitions are applicable to providing Hub services:

#### a. Definitions:

##### **Medication Assisted Treatment (MAT):**

Medication Assisted Treatment (MAT) is the use of medications (such as methadone buprenorphine, and/or naltrexone); in combination with appropriate supportive

counseling and behavioral interventions to provide a whole-patient approach to the treatment of substance use disorders. Hubs will be certified as Opioid Treatment Programs (OTPs). OTPs must meet specific federal and state requirements in order to receive approval to operate. They are also required to be accredited by a nationally approved accrediting organization such as the Commission on Accreditation of Rehabilitation Facilities (CARF).

**Hub:**

A “Hub” is a specialty treatment center responsible for coordinating the care of individuals with complex opioid addictions and co-occurring opioid substance abuse and mental health conditions across the health and substance abuse treatment systems of care. Hubs will bill Medicaid, private insurance, and serve those who are uninsured. Hubs will provide comprehensive assessments and treatment protocols; all methadone treatment is provided in Hubs, but Hubs also prescribe buprenorphine and naltrexone based on the needs of the client. Hubs serve as the MAT induction point and provide care during initial stabilization; coordinate referrals and provide support for ongoing care, prevention and treatment of relapse; and, provide specialty addictions consultation to primary care providers, spokes, or other physician teams. Hubs also may provide support for tapering off MAT. Hubs are expected to maintain continuous and long-term relationships with selected clients. Programming will reflect the chronic and relapsing nature of addictions and be able to engage and re-engage clients in services. Hubs will also proactively assure that clients leaving their services have clinically appropriate referrals (e.g., to other Hubs, MAT prescribers, health care, housing, recovery and other human services departments), that such referrals are completed to the extent that there are entities to accept such referrals, and that clients are not lost to contact.

**Spoke:**

A “Spoke” is the ongoing care system comprised of a prescribing physician (prescribing buprenorphine) and collaborating health and addictions professionals who monitor adherence to treatment, coordinate access to recovery supports, and provide appropriate supportive counseling, contingency management, and case management services in support of medication assisted treatment. Spokes will be considered Office-Based Opioid Treatment Programs (OBOTs). They also must meet state and federal requirements to provide medication assisted treatment for opioid treatment. Spokes must have an appropriately credentialed physician and can be:

- Blueprint Advanced Practice Medical Homes
- Outpatient substance abuse treatment providers
- Primary care providers
- Federally Qualified Health Centers
- Independent psychiatrists

**Hub and Spoke** services are not necessarily time limited; they are designed to provide continuity of services over time to selected clients similar to patient-centered medical homes. Hub providers will replace episodic care based exclusively on addictions illness with coordinated care for all acute, chronic, and/or preventative conditions in collaboration with primary care providers. In the Hub and Spoke approach, each patient undergoing Medication Assisted Treatment (MAT) will have an established medical home, a single MAT prescriber, a pharmacy home, access to existing Blueprint Community Health Teams (CHTs), and access to Hub or Spoke nurses and clinicians as

needed. Depending upon initial determination of complexity and/or appropriate treatment method, patients will be referred to either a Hub or Spoke for assessment and development of an integrated plan of care. Enhanced self-management and informed decision making are firmly embedded in multiple forms in the Hub and Spoke model. All individuals receiving MAT services will have access to a peer recovery network with recovery support services, including coaching and self-help support, provided through regional Recovery Centers. Health Home team members will maintain awareness of and engage the local recovery and self-help community to assist with providing self-help and family support services to individuals receiving MAT services.

### **Health Home Services:**

Section 2703 of the Patient Protection and Affordable Care Act offers “State Option to Provide Health Homes for Enrollees with Chronic Conditions.” The goal is to expand patient-centered medical homes to build linkages with other community and social supports, and to enhance coordination of medical and mental health / addictions care to meet the needs of people with multiple chronic conditions. The “Health Home model of service delivery encompasses all the medical, behavioral health, and social supports and services needed by a beneficiary with chronic conditions.” The specific Health Home activities authorized by the Affordable Care Act are described below.

As regional treatment centers, a Hub will provide support and consultation to primary care providers and to physician teams (Spokes) providing Buprenorphine or naltrexone treatment.

These consultation services include the following:

- **Consultation services** for example: psychiatry, addictions medicine, expertise in management co-occurring mental health conditions, and recovery supports
- **Comprehensive assessments and treatment recommendations** such as differential diagnosis, assessment of need for medication assisted treatment versus other services, use of methadone or buprenorphine
- **Induction and Stabilization services for initiation of Buprenorphine** especially for complex clinical presentations
- **Re-assessment and treatment recommendations** for individuals experiencing substance abuse relapse
- **Support for tapering off maintenance** medication including the referral for more intensive psycho-social supports
- **Support and Consultation for Recovery and Rehabilitation Services** assistance with regards to the substance abuse treatment needs in designing individualized recovery plans and coordination with human services, housing, employment and other specialized services and supports

(The following definitions/descriptions are based on the Centers for Medicare and Medicaid Services Guidance Letter to State Medicaid Directors Re: Health Homes for Enrollees with Chronic Conditions, November 16th, 2010 and are included here because they are part of this agreement.) The Hub will provide an auditable record that at least one of the Health Home services (below) was provided each month to each Medicaid beneficiary. This documentation can be in the Hub EMR or Clinical Paper Chart.

Information will be shared among service providers through the Vermont Department of Health Access (DVHA), Blueprint for Health, Health Information Technology (HIT) system. Provider can extract information directly from existing Hub Electronic Medical Record (EMR) records so that Hub providers are not required to double enter treatment data. Other existing information sharing technologies may be used where the DVHA, Blueprint for Health HIT system is not yet universally available. Until such systems are fully developed, the Hub staff will enter the Health Home Services (below) in the program EMR /Clinical chart system. In addition, the Hub will develop reports on the CMS core quality measures to the extent feasible within its EMR system.

The Vermont Department of Health, Division of Alcohol and Drug Abuse Programs currently funds four (4) providers to support Hubs located throughout Vermont in the following five (5) regions: Northwest Region serving Chittenden, Franklin and Grand Isle counties, the Northeast Region serving Orleans, Essex and Caledonia counties, the Central Region serving Lamoille, Washington and Orange counties, the Southeast Region serving Windsor and Windham counties, and the Southwest Region serving Rutland and Bennington counties. Over the past five (5) years, Vermont has experienced a substantial increase in its opioid treatment admissions across all health care sectors. The sixth hub serving Franklin and Grand Isle counties would contribute to the goal of statewide access to opioid treatment by increasing access for people from these and the surrounding areas.

**See Appendix I for General Program Assurances, State and Federal Regulations and Clinical Requirements**

## **2. Scope of Work and Grantee Responsibilities**

Proposals should address each of the following opioid treatment hub service deliverables:

- a. Develop an Implementation Work Plan to operationalize a Hub serving Franklin and Grand Isle counties by January 2017 that includes capacity for at least 250 people within one year.
- b. Provide Medication Assisted Treatment for opioid dependence consistent with all federal and state regulations, ([http://healthvermont.gov/reggs/documents/opioid\\_dependence\\_rule.pdf](http://healthvermont.gov/reggs/documents/opioid_dependence_rule.pdf)), to include methadone, buprenorphine, and naltrexone as appropriate.
- c. Comprehensive and non-duplicative services in collaboration with area addictions, mental health, and human services providers;
- d. Coordinated, non-duplicative and integrated health care services in collaboration with the area health services providers, the Blueprint patient-centered medical homes and Community Health Teams;
- e. Access/develop plan to manage/eliminate waiting lists and wait times;
- f. Health Homes services with required activities, consistent with Section 2703 of the Affordable Care Act, as follows:

### Comprehensive Care Management

Examples of activities include but are not limited to:

- Identifying potential MAT patients via referrals, prior authorizations, Vermont Chronic Care Initiative (VCCI) risk stratification, claims and utilization data, judicial referrals for treatment, and outreach to patients lost to contact.
- Assessing preliminary services needs and treatment plan development, including client goals.
- Assigning health team roles and responsibilities.
- Developing treatment guidelines and protocols for health teams to use in specific practice settings (e.g., primary care, specialty care) for transitions of care, for identified health conditions (e.g., opioid dependence with depression or chronic pain), and for prevention and management of substance relapse.
- Monitoring MAT patients' health status, treatment progress, and service use to improve care and address gaps in care.

### Quality Assurance/Quality Improvement

Examples of activities include but are not limited to:

- Developing and using data to assess use of care guidelines in practice settings, patient outcomes, and patient experience of care.
- Designing, participating in, and/or implementing quality improvement activities to improve the provision of care (e.g., learning collaboratives, PDSA cycles).
- Participating in the National Committee for Quality Assurance's (NCQA) Specialty Practice Recognition Program.

### Care Coordination

Examples of activities include but are not limited to:

- Appointment scheduling, outreach to support attendance at scheduled treatment and human services appointments.
- Conducting referrals and follow-up monitoring, participating in discharge planning process from hospital, residential, and corrections.
- Communicating with other providers and family members with appropriate releases.
- Monitoring treatment progress and implementation of the individual treatment plan.
- Providing the treatment supportive case management necessary for individuals to access medical, social, vocational, educational, substance abuse and/or mental health treatment supports, and community-based recovery services.
- Coordinating with other providers to monitor individuals' health status and participation in treatment.
- Assessing medication adherence and calculating medication possession rates.
- Identifying all medications being prescribed, communicating with prescribers, and performing medication reconciliation.
- Assisting with referral for access to and maintaining safe and affordable housing.
- Conducting outreach with appropriate releases to family members and significant others in order to maintain an individual's connection to services and expand their social network.



### Health Promotion

Examples of activities include but are not limited to:

- Providing health education specific to a patient's chronic conditions.
- Providing health education specific to opioid dependence and treatment options.
- Identifying health and life goals and developing self-management plans with the patient.
- Motivational interviewing and other behavioral techniques to engage patients in healthy lifestyles and reduction in substance abuse.
- Providing supports and/or referral for management of chronic pain.
- Providing supports for smoking cessation and reduction of use of alcohol and other drugs.
- Providing health promoting lifestyle interventions, including but not limited to nutritional counseling, obesity reduction, and increasing physical activity.
- Providing support to develop skills for emotional regulation and parenting skills.
- Providing support for improving social networks.
- Providing support and training to assist in finding and maintaining employment/education.

### Comprehensive Transitional Care

Examples of activities include but are not limited to:

- Development and maintenance of collaborative relationships between Health Home providers and various care settings and systems, such as:
  - Hospital emergency departments
  - Hospital discharge departments
  - Corrections
  - Probation and parole
  - Residential treatment programs
  - Primary care providers
  - Specialty mental health/substance abuse treatment services
  - Department for Children and Families
- Development and implementation of referral protocols, including standardized clinical treatment information both electronically and hardcopy.
- Development and planning of systemic changes to reduce use of acute care services.

### Individual and Family Support Services

Examples of activities include but are not limited to:

- Advocacy
- Assessment of individual and family strengths and needs
- Provision of information about services and resources
- Education about health and human services systems
- Outreach and support to key family members and caregivers
- Assistance with obtaining, understanding, and adhering to prescribed treatments

- Facilitation of participation in the ongoing development and revisions to Individual Plans of Care

### Referral to Community and Social Support

Examples of activities include but are not limited to:

- Development and maintenance of up-to-date local information about formal and informal resources beyond those covered in the Medicaid plan, including peer and community-based programs.
- Assistance and support with access to community resources based on the needs and goals of individual patients.
- Providing support for patients to obtain and maintain eligibility for income support, health insurance, housing subsidies, and food assistance.
- Providing information and support for patients to participate in vocational and employment services to promote economic self-sufficiency.

#### g. Tobacco and Addictions Treatment:

Attendance at four (4) Learning Collaborative webinars provided by the State and one (1) in-person training on tobacco and addictions treatment.

## **2.1 Reporting**

Ongoing documentation and reporting will be required to include, at a minimum:

- 1) Implementation Work Plan
- 2) Monthly electronic submission of admission, service and discharge reports as per the Substance Abuse Treatment Information System (SATIS);
- 3) Monthly Waiting List Report;
- 4) Monthly Census Report;
- 5) Quarterly Uninsured Buprenorphine Client Report;
- 6) Tobacco-Free Campus Policies;
- 7) Quarterly Financial Reports and Audited annual financial report (due 120 days after the end of the provider's fiscal year);
- 8) Client services and clinical reporting to the Blueprint Central Clinical Registry;
- 9) Verification of Home Health services and face-to-face typical treatment;
- 10) Plan to manage/eliminate waiting list.

## **2.2 Payment Provisions**

Initial payment is made when grant is fully executed or upon the start date, whichever is later. No invoice is required for the initial payment. For subsequent payments, invoice templates will be mailed to grantee. Payment of invoices will be contingent on timely receipt, review and approval of required reporting and the meeting and/or exceeding of required performance measures as outlined in Attachment A of this document.

Medicaid services will be processed for payment through the HP system.

## **Hub Case Rate Billing**

Medicaid billing: The Hub payment is a single monthly rate, per patient. The *Hub* provider initiates a claim for the monthly rate, using one of these procedure codes (Code format: Procedure code Modifier 1 Modifier 2 Modifier 3). This applies to all clients receiving services in the Hub, both methadone and Buprenorphine.

**Note: Billing for the Hub case rate must be done using the Medicaid Billing Provider ID used for ADAP services.**

Full monthly reimbursement is permissible as long as a client received at least one Hub service and one health home service during the month. Client may not receive any other Methadone service (a procedure code which includes H0020) during that month since the hub rate is for a full month of service.

H0020HBHGSE Hub Methadone Services to Adults with Health Home Services

H0020HGSE Hub Methadone Services to General population with Health Home Services

H0020HBSE Hub Buprenorphine Services to Adults with Health Home Services

H0020HASE Hub Buprenorphine Services to Adolescents with Health Home Services

If the client did not receive a health home service “SE” code modifier is excluded from the procedure code. Provider will be reimbursed at a lower rate because health home services were not provided.

H0020HBHGCG Hub Methadone Services to Adults without Health Home Services

H0020HGCG Hub Methadone Services to General population without Health Home Services

H0020HBCG Hub Buprenorphine Services to Adults without Health Home Services

H0020HACG Hub Buprenorphine Services to Adolescents without Health Home Services

To Be Determined Naltrexone (Vivitrol)

Pharmacy costs are not included in the case rate. In order to be reimbursed procedures are posted in the Provider Manual at <http://vtmedicaid.com/Downloads/manuals.html>. The Medicaid Provider Manual pricing shall be used for both Medicaid patients and ADAP patients.

Additional performance based compensation stipulations, if applicable, to be determined.

## **3. General Provisions**

### **3.1 Grant Terms**

The selected Grantee will sign a subrecipient grant agreement with the VDH to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and Grantee's response will become part of the grant. This grant will be subject to review throughout its entire term. The VDH will consider cancellation upon discovery that a Grantee is in violation of any portion of the agreement, including an inability by the Grantee to provide the services offered in their response.

### **3.2 Grant Award**

The VDH may award one or more grants and reserves the right to make additional awards to the same vendor or other vendors who submitted proposals at any time during the first year of the grant if such award is deemed to be in the best interest of the VDH.

### **3.3 Ownership of Work Product and Intellectual Capital**

Except for proprietary or commercial software, the VDH will have all ownership rights to the documentation designed, developed, and/or utilized for this grant. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the grant, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this grant, shall be and remain the property of the VDH and shall be delivered to the VDH upon 30 days' notice by the VDH. A Grantee shall not sell a work product or deliverable produced under a grant awarded as a result of bids without explicit permission from the VDH.

### **3.4 Subgrantees**

Any subgrantees hired by the primary Grantee must adhere to the same standards and grant provisions applicable to the primary Grantee. The primary Grantee retains overall responsibility for grant performance. The primary Grantee must advise the VDH of intent to hire a subgrantee and provide the name of the organization, name of the president/owner and location of organization. The VDH reserves the right to reject the hiring of a subgrantee during the term of the grant.

### **3.5 Invoicing**

With the exception of the initial payment, all invoices are to be submitted by the Grantee using the invoice templates provided by VDH/ADAP. The invoice must be signed and sent to VDH/ADAP via email, fax or mail. Specific instructions for submission are included with the templates when provided.

### **3.6 Grantee Performance Guidance**

All Bidders will be held to specific performance review criteria over the life of the grant to ensure that deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of deliverables will occur at intervals agreed upon by both the State and the Grantee and designated in the grant. **See Appendix II for Performance**

## **Expectations.**

### **3.7 Grantee Staffing**

Key staff member(s) must be assigned to this grant for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the VDH.

The Grantee must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Grantee's proposal. The Grantee may propose other staff members as "key" if desired but must include a Program Director position. The Grantee will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

### **3.8 Key Grantee Responsibilities**

The selected Grantee must assume primary responsibility for the implementation of the grant activities.

**3.9.1** Develop a Work Plan to operationalize a Hub serving Franklin and Grand Isle counties.

**3.9.2** The Grantee will begin operation of a new Hub by January 2017.

**3.9.3** The Grantee will successfully implement the grant activities as defined in the Scope of Work.

**3.9.4** The Grantee must abide by all State policies, standards and protocols as provided, and defined in the grant. Before commencing work on the grant, Grantee must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee's operations. These are solely minimums that have been established to protect the interests of the State.**

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

**Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.**

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ 1,000,000 per occurrence, and \$ 3,000,000 aggregate

**3.9.5** The Grantee must abide by all Federal Regulations if applicable to this grant.

## **4. Proposal Requirements**

### **4.1 General Conditions and Requirements**

This RFP defines the scope of work required and work/management structure within which the chosen Grantee must operate. In order to be considered for selection, Bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

Cost of proposal development is the sole responsibility of the Bidder.

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful Bidder's response will become part of the official grant file. Once the grant is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the Bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the Bidder shall clearly designate the material as such prior to bid submission. The Bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the Bidder.

- All proposals shall become the property of the State.

- All public records of VDH/ADAP may be disclosed, except that submitted bid documents shall not be released until the Grantee and ADAP have executed the grant. At that time, the unsuccessful Bidders may request a copy of their own score sheets as well as the apparently successful Bidder's proposal. The name of any Bidder submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.
- Consistent with state law, ADAP will not disclose submitted bid documents or RFP records until execution of the grant(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. ADAP will review the submitted bids and related materials and consider whether those portions specifically marked by a Bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If, in ADAP's judgment, pages or sections marked as proprietary or confidential are not proprietary or confidential, ADAP will contact the Bidder to provide the Bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

## 4.2 Proposal Format

The proposal should be prepared simply and economically providing straightforward, concise descriptions of the Bidder's ability to fulfill the requirements of the RFP.

In addition to providing this written material, Bidders may be selected to participate in an interview with ADAP staff.

To be considered, each Bidder must submit a complete response to this RFP including:

- Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification Form W-9 (section 4.2.1 below) and ADAP Provider Information Summary Form (section 6 below)
- Description of the Bidder's General Background and Qualifications (section 4.2.2 below)
- References (section 4.2.3 below)
- Financial Proposal (section 4.2.4 below)
- Ability and Approach to Implement the Activities and Specifications of the grant (section 4.2.5 below)
- Staffing (section 4.2.6 below)
- Proposed Work Plan (section 4.2.7 below)
- Exceptions (section 4.2.8 below)

**4.2.1 Response Section I:** Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification Form W-9 and ADAP Provider Information Summary Form:

To be considered, proposals must be accompanied by a transmittal letter signed and dated by a person authorized to legally bind the organization to a legal agreement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid.

The Transmittal Letter must include the following statements:

- Statement outlining Bidder's acceptance of conditions outlined in the RFP and with the State's grant provisions.
- Statement indicating agreement that Bidder does not require start-up or development funds to support the operationalization of a Hub.
- A statement that the Bidder agrees to the standard State requirements in Attachments C, E and F; which are included under Section 6. Attachments.
- A statement that the price was arrived at without conflict of interest.
- A statement of any limitations on the number of hours, days of the week, or weeks in the year that the Bidder would be unavailable to perform the above scope of work.
- A statement of any other considerations or limitations, if any, related to the scope of work the Bidder will be expected to perform.
- A statement of any considerations or limitations, if any, related to the geographic service area that the Bidder would be available to service.

Along with the above statements, the Transmittal Letter must include, by attachment, the following information about the Bidder and any proposed subgrantees:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity with whom grant would be written.
- Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the organization was organized to do business, as the entity now substantially exists.
- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funding opportunity has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations over the past five years.
- Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funding opportunity has been convicted of a felony.
- Location from which the Bidder would operate.
- Number of years' experience Bidder has carrying out activities described in this RFP.
- Provision of a single point of contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Statement showing agreement that Bidder's procedures shall be in compliance with all applicable Federal and State laws.



- Insurance Certificate. As part of the proposal packet the Bidder must provide current certificates of insurance. Any questions a Bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 4.4 of this document. In the absence of a question, and upon grant negotiations, the apparently successful Bidder must provide a Certificate of Insurance that meets the minimum coverage specified in section 3.9.3 of this document.
- Request for Taxpayer Identification Number and Certification Form W-9 must be included in Response Section I.
- ADAP Information Summary Form must be included in Response Section I.

#### **4.2.2 Response Section II: General Background and Qualifications**

Bidder must provide the following information so that VDH can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. VDH may require additional documentation to support and/or clarify requested information.

- A brief description of the Bidder's organization, including history, present status, and if applicable, future plans, etc.
- Organizational size and structure of Bidder.
- Disclose any history of defaults, contract terminations, and bankruptcies.
- A description of the Bidder's experience providing comprehensive addictions treatment
- A description of the Bidder's experience with providing co-occurring mental health treatment
- Bidder demonstrates a Vermont network: preferred providers, designated agencies, primary care and hospitals.
- Bidder demonstrates a Vermont network with recovery, rehabilitation, housing, and human services organizations.

#### **4.2.3 Response Section III: References:**

Bids shall include references as follows:

- A list of three references, including business relationship, mailing address, telephone number and e-mail address.
- Names of organizations for which you have done related work and contact information for a person at the organization who can speak about your past success including their professional title, address, email address and telephone contact number

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the grant.

#### **4.2.4 Response Section IV: Financial Proposal**

The financial proposal must include:

- Describe Bidder's adequate financial resources and financial viability, as proven by furnishing balance sheet/financial statements, showing that the Bidder has been in business continually for the last three (3) years.
- Describe Bidder's financial resources to support the operationalization of a Hub without start-up or development funds.
- Describe Bidder's experience with and ability to bill Medicaid and private insurance.

#### **4.2.5 Response Section V: Ability and Approach to Implement the Activities and Specifications of this Grant**

- Describe the Bidder's ability and approach for implementing the activities and specifications described in the RFP (Section 2, Scope of Work) including siting.
- Describe Bidder's ability to sufficiently staff a new Hub.
- Describe Bidder's ability to provide services for insured and uninsured clients.
- Describe Bidder's ability to provide, implement, and report on the monthly delivery of health home services to Medicaid beneficiaries.
- Describe Bidder's ability to provide clinical consultation to local and regional providers managing complex clients.
- Describe Bidder's ability to submit the Substance Abuse Treatment Information System (SATIS) data for all Hub clients. The SATIS Manuals for services provided before and after ICD-10 implementation date is available on the VDH/ADAP website at <http://healthvermont.gov/adap/grantees/Grantees.aspx>
- Describe Bidder's available business resources, e.g. staff, financing, technology to provide Hub services to clients.
- Describe Bidder's use of technology for financial accounting, billing and reporting and other business processes.
- Describe the technology Bidder will use for electronic medical records, transfer of data and information as well as data security protocols and staffing for technology. If applicable, include on-going maintenance/ service level requirements and functional requirements.
- Describe the technology Bidder will use to document care coordination and other health home services described in this RFP.

#### **4.2.6 Response Section VI: Staffing**

Proposals shall demonstrate that the Bidder has an adequate staffing model to provide Hub services to clients or how Bidder would propose to obtain adequate staff. Staffing model must include a Program Director.

**4.2.7 Response Section VII: Proposed Implementation Work Plan (Response to Scope of Work and Requirements)**

All bids must describe their Year 1 proposed Implementation Work Plan for creating, implementing and beginning operation of a new Hub by January 2017.

**4.2.8 Response Section VIII: Exceptions**

If the Bidder should choose not to address a certain activity, deliverable or condition in their proposal, the Bidder's proposal must clearly explain why and what the Bidder proposes as an alternative.

### **4.3 Single Point of Contact**

All communications concerning this RFP shall be addressed in writing to the attention of:

Erin O'Keefe  
Hub Program Manager  
Department of Health  
Division of Alcohol and Drug Abuse Programs  
P.O. Box 70  
108 Cherry Street, Ste. 207  
Burlington, VT 05402-0070  
E-mail: [AHS.VDHADAPContracts@vermont.gov](mailto:AHS.VDHADAPContracts@vermont.gov) and [erin.okeefe@vermont.gov](mailto:erin.okeefe@vermont.gov)

Attempts by Bidders to contact any other party could result in the rejection of their proposal as determined by VDH.

### **4.4 Question and Answer Period**

Any Bidder requiring clarification of any section of this proposal or wishing to submit questions, comments or take exception to any requirements or other portion of the RFP, may do so according to the Section 4.6 Procurement Timetable listed below.

Questions must be e-mailed to the RFP contact person listed in Section 4.3 of this proposal. Any clarification or question not raised in writing on or before the last day of the initial question period, **April 15, 2016**, is waived. Any objection to the RFP or to any provision of the RFP, which is not raised in writing, is waived. A copy of all questions or comments and the State's responses will be posted on Vermont Business Registry and the Vermont Department of Health, Alcohol and Drug Abuse Programs websites at <http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx>. Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

## 4.5 Procurement Timetable

The RFP procurement schedule is below. The State reserves the right to modify any dates pertinent to this RFP.

ESTIMATED PROCUREMENT SCHEDULE	DATE:
RFP Posted	April 1, 2016
Bidder Questions in Writing Due	April 15, 2016
ADAP Response to Questions posted by	April 22, 2016
Bidders Conference Call*	April 26, 2016
Bid Proposals Due	May 2, 2016
Bids Opened**	May 3, 2016
Finalists Interviews	On or before May 31, 2016
Selection Notification Announcement	On or before June 30, 2016

\*Bidders Conference Call will be held **April 26, 2016** from **11:00am – 12:00pm**. Dial in numbers are as follows:

Toll Free #: 877-273-4202  
Conference Room #: 7995190

\*\*A public bid opening will be held at the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs, Conference Room 207, 108 Cherry Street, Burlington, VT, at 10:00 a.m. Eastern Time on **May 3, 2016**.

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate proposals. If a proposal is selected, the chosen Grantee will be invited to negotiate a grant for all or part of the activities outlined in this RFP. Work to be completed under this grant will commence no later than **January 1, 2017**.

## 4.6 Proposal Submission

An original and 7 copies of the bid proposal must be sealed and addressed to:

Erin O'Keefe  
Vermont Department of Health  
Division of Alcohol and Drug Abuse Programs  
P.O. Box 70,  
108 Cherry Street, Ste. 207  
Burlington, VT 05402-0070

**AND a PDF format of the bid proposal submitted electronically to:**  
**[ahs.vdhadapcontracts@vermont.gov](mailto:ahs.vdhadapcontracts@vermont.gov) and [erin.okeefe@vermont.gov](mailto:erin.okeefe@vermont.gov).** Submission email subject line must read **Regional Comprehensive Addiction Treatment Hub Serving Franklin and Grand Isle Counties** and include the name of the Bidder.

**BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID'.** Bids not in possession of ADAP identified single point of contact by the due date and time will not be considered and will be returned to the Bidder unopened.

Please note that any and all pages of the bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

**The proposal must be organized in the order described above. Use the numbering designations outlined, e.g. Response Sections I, II, III, IV, V, VI, VII and VIII.** The numbering designations will allow evaluators to score areas appropriately. Failure to use number designations may result in scores of zero as reviewers may be unable to find answers that correspond to numbered specifications/requirements.

**The closing date for the receipt of bid proposals is May 2, 2016 at 4:30 PM Eastern Standard Time**

Bid must be received prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted. There are no exceptions to the closing date conditions.

#### **4.7 Delivery Methods:**

##### **4.7.1 U.S. Mail**

Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Division of Alcohol and Drug Abuse Programs prior to the time of the bid opening.

##### **4.7.2 Express Delivery**

If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Division of Alcohol and Drug Abuse Programs.

##### **4.7.3 Hand Delivery**

Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

**4.7.4 ELECTRONIC/EMAIL:** [Erin.Okeefe@vermont.gov](mailto:Erin.Okeefe@vermont.gov) and [AHS.VDHADAPContracts@vermont.gov](mailto:AHS.VDHADAPContracts@vermont.gov)

**Faxed Bids will not be accepted.**

ADAP may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no grant as a result of this RFP. Furthermore, a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- The failure of the Bidder to adhere to one or more provisions established in this RFP.
- The failure of the Bidder to submit required information in the format specified in this RFP.

- The failure of the Bidder to adhere to generally accepted ethical and professional principles during the RFP process.

If a proposal is selected for final consideration, the Bidder will be invited to negotiate a grant.

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. Amendments, addenda, Questions and Answers and any relevant information will be posted at:

Vermont Business Registry at <http://vermontbusinessregistry.com/> and the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs at <http://healthvermont.gov/adap/adap.aspx>. It is the Bidders' responsibility to check periodically for such information.

Read all instructions carefully. If you do not comply with any part of this RFP, ADAP may, at its sole discretion, reject your proposal as non-responsive. ADAP reserves the right to waive any requirements contained in this RFP.

## 5. Proposal Evaluation

### 5.1 General Evaluation Process

ADAP will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. Proposals must comply with the instructions to bidders contained in **Section 4: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

The following are the components and point system for the evaluation:

CRITERIA FOR SCORING	POSSIBLE POINTS	APPLICANT SCORE
<b>Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification Form W-9 and ADAP Provider Information Summary Form</b>	<b>1</b>	
<b>Bidder's Background and Qualifications</b>	<b>30</b>	
Description of company, history, present status and future plans	2	
Organizational Size and Structure	2	
History of defaults, contract terminations, and bankruptcies	3	
Experience providing comprehensive addictions treatment.	6	
Experience with providing co-occurring mental health treatment.	5	
Demonstration of Vermont network: preferred providers, designated agency, primary care, and hospitals.	6	
Demonstration of Vermont network with recovery, rehabilitation, housing, and human services organizations.	6	
<b>Bidder's Professional Resume, 3 references including relationship, mailing address, telephone number and email address, and names of organizations for which they have done related work</b>	<b>3</b>	
<b>Bidder's Financial Proposal</b>	<b>11</b>	

Bidder has adequate financial resources and financial viability, as proven by furnishing balance sheet/financial statements, showing that the Bidder has been in business continually for the last three (3) years.	4	
Bidder has financial resources to support the operationalization of a Hub without start-up or development funds.	2	
Describe Bidder's experience with and ability to bill Medicaid and private insurance.	5	
<b>Bidder's Ability and Plan to Implement activities and specifications of the grant</b>	<b>48</b>	
Bidder's ability and approach for implementing the activities and specifications described in the RFP (Section 2, Scope of Work) including siting and the delivery of health home services.	5	
Bidder's ability to sufficiently staff a new Hub.	5	
Bidder's ability to provide services for insured and uninsured clients.	5	
Bidder's ability to provide, implement, and report on the monthly delivery of health home services to Medicaid beneficiaries.	5	
Bidder's ability to provide clinical consultation to local and regional providers managing complex clients.	5	
Bidder's ability to submit the Substance Abuse Treatment Information System (SATIS) data for all Hub clients. The SATIS Manuals for services provided before and after ICD-10 implementation date is available on the VDH/ADAP website at <a href="http://healthvermont.gov/adap/grantees/Grantees.aspx">http://healthvermont.gov/adap/grantees/Grantees.aspx</a>	5	
Bidder's available business resources, e.g. staff, financing, technology to provide Hub services to clients.	5	
Bidder's use of technology for financial accounting, billing and reporting and other business processes.	5	
The technology Bidder will use for electronic medical records, transfer of data and information as well as data security protocols and staffing for technology. If applicable, include on-going maintenance/ service level requirements and functional requirements.	4	
Describe the technology Bidder will use to document care coordination and other health home services described in this RFP.	4	
<b>Bidder's staffing is adequate</b>	<b>3</b>	
Proposal demonstrates that the Bidder has an adequate staffing model to provide Hub services to clients or describes how Bidder would propose to obtain adequate staff. Staffing model must include a Program Director.	3	
<b>Bidder's Proposed Work Plan for creating, implementing and beginning operation of a new Hub by January 2017.</b>	<b>4</b>	
<b>TOTAL</b>	<b>100</b>	

### 5.1.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
  - Response Section I: Cover Letter and Insurance Certificate
  - Response Section II: General Background and Qualifications
  - Response Section III: Ability to Implement the Activities and Specifications of this Grant
  - Response Section IV: References
  - Response Section V: Staffing
  - Response Section VI: Proposed Work Plan
  - Response Section VII: Quality Control
  - Response Section VIII: Cost Proposal
  - Response Section IX: Exceptions
  - Response Section X: Acceptance of RFP and State Grant Conditions

Proposals will be deemed to have either passed or failed the Minimum Requirements. The State reserves the right to reject any and all proposals.

**5.1.2 Evaluation of the Bidder's General Background and Qualifications:** Only those proposals passing minimum requirements will be considered. ***Any proposals that include unallowable activities or resources will be disqualified and deemed ineligible.***

ADAP will evaluate the experience of the Bidder. ADAP will determine to what extent the Bidder has the capabilities to take on the additional workload to be generated by the resulting grant. References will be checked.

**5.1.2 Evaluation of the Financial Proposals:** The financial proposals will be examined to determine if it meets requirements and is consistent with industry pricing.

***Any pricing proposals that are incomplete, include start-up costs, or in which there are significant inconsistencies or inaccuracies may be rejected by the State.***

**5.1.3 Ranking of Proposals:** After the proposals have been rated, awarded points will be totaled to determine proposal rankings.

#### **5.1.4 Award**

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, VDH will select one Bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of VDH. The State's fundamental commitment is for results and "best value". This RFP



primarily describes the State's requirements and desired results. "Best value" is the optimum combination of economy and quality that is the result of fair, efficient, and practical business processes that meet the requirements and the State's desired results as set forth in this RFP.

In the event VDH is not successful in negotiating a grant with a selected Bidder, VDH reserves the option of negotiating with another Bidder.

The selected Bidder will be requested to enter into negotiation with the State of Vermont on grant specifications, including detailed work plans, deliverables and timetables. Any grant negotiated must undergo review and signature according to statute and policy.

The grant for a Regional Comprehensive Addiction Treatment Hub serving Franklin and Grand Isle counties is for one (1) year and will begin on or before January 1, 2017.

#### **5.1.5 Scoring Information**

The VDH evaluation review team will evaluate proposals based on the criteria listed in Section 5.1.

#### **5.1.7 Finalists Interviews**

The State reserves the right to request on-site interviews in Burlington, VT from Bidders prior to the selection of a Grantee.

## **6. ATTACHMENTS**

Appendix I: General Program Assurances, State and Federal Regulatory Guidance and Clinical Requirements

Appendix II: Performance Expectations

Attachment C: Standard State Provisions for Contracts and Grants

Attachment E: Business Associate Agreement

Attachment F: Agency of Human Services Customary Grant Provisions

Appendix III: ADAP Provider Information Summary Form

## APPENDIX I

### GENERAL PROGRAMS ASSURANCES, STATE AND FEDERAL REGULATORY GUIDANCE AND CLINICAL REQUIREMENTS

- a. The Vermont Department of Health is required to comply with 45 CFR, Part 96, Subpart L – Substance Abuse Prevention Treatment Block Grant.  
(<http://www.ecfr.gov/cgi-bin/text-idx?SID=75dbc359d207da390bc68bb25a8f431c&node=45:1.0.1.1.53&rgn=div5#45:1.0.1.1.53.12>) In addition to compliance with 45 CFR, Part 96, Subpart L, the Grantee will also provide the following:

Specifically, Grantee accepts that notwithstanding the need to provide services to persons in crisis (persons in danger to self or others), persons seeking treatment assistance will be scheduled for their first face-to-face treatment services within five (5) working days of the request for assistance except when the program is at capacity.

Expectations are pregnant injecting drug users and pregnant women must be given preference for admission. They are to be seen within 48 hours of initial contact. If unable to provide services to this population then the Treatment Chief (ADAP) needs to be notified immediately. Any program refusing services to a pregnant woman or IV drug user due to insufficient capacity must refer those clients to the State.

In the event of a waiting list, the provider shall give preference for admission to the following clients, in order of priority:

1. Pregnant injecting drug users
  2. Pregnant substance abusers
  3. Injecting drug users
  4. All other substance abusers
- Any program refusing services to a pregnant woman or IV drug user due to insufficient capacity must refer those clients to the State.
  - The Grantee is required to publicize the availability and preference to pregnant women and needle users.
  - Pregnant women are to be provided preference in admission to treatment centers and are to be provided interim services as necessary and as required by law.
  - With respect to pregnant women and women with dependent children, including women who are attempting to regain custody of their children, the program will treat the family as a unit and will **provide or arrange for** the following services:
    - Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
    - Primary pediatric care for their children including immunizations;
    - Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships; sexual

- and physical abuse and parenting, and child care while the women are receiving these services;
- Therapeutic interventions for children in the custody of women in treatment which may address amongst other things their developmental needs, and their issues of sexual and physical abuse and neglect; and
- Sufficient case management and transportation services to ensure that women and their children have access to the above services.
- Grantee programs providing treatment for substance abuse will directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services.

**b. “Uninsured” Client Definition**

In order for a client to be considered “uninsured”, the following criteria must be met and documented in the client’s file:

1. Client is not receiving and is not eligible to receive Medicaid at the time services are provided.
2. Client family income is greater than the Medicaid and Children’s Health Insurance Program (CHIP) Eligibility Levels and less than 250% of the Federal Poverty Level (FPL).
3. Client is not covered by a 3<sup>rd</sup> party payer at the time services are provided.
4. Client has Medicare insurance (excluding dually eligible Medicaid/Medicare or Medicare/other 3<sup>rd</sup> party) unless the provider meets the requirements to be enrolled as a Medicare provider.
5. Client has Tricare insurance and the services provided are not eligible for coverage when provided by the ADAP provider.
6. Documented review of insurance eligibility and coverage occurs at intake and at least once per month but ideally with each visit, consistent with other forms of medical treatment.
7. Clients may not be considered “uninsured” indefinitely. Providers must assist clients in accessing health insurance through the Health Exchange.
  - A. Clients who were eligible to apply for coverage prior to receiving substance abuse treatment at the provider facility but did not do so, are required to apply for coverage through the Health Exchange during the first available enrollment period and whenever there is a qualifying life event. The enrollment dates and life events are available on the Vermont Health Connect website.  
<http://info.healthconnect.vermont.gov/QualifyingEvents>
  - B. Documentation must be maintained by provider in the client file that shows:
    - i. The client was informed of these requirements.
    - ii. The client understands that refusal to enroll and/or maintain coverage means they are no longer eligible to receive state-subsidized care.
    - iii. The documentation includes both provider and client signatures verifying that these conditions are understood and have been met.
  - C. In the event a client refuses to apply for and/or maintain health insurance, providers may discontinue provision of services. This process must allow a safe transition from care (i.e. appropriate titration from medication assisted treatment, referrals to recovery centers and self-help groups,

etc.) over a time not to exceed the medically appropriate time necessary from end of the first open enrollment period or the first qualifying life event. ADAP will continue to subsidize care during the transition period.

8. Providers must have a process to collect required co-pays and deductibles.
  9. It is the responsibility of the provider to document client insurance status. Providers must also document continuing work with clients related to access and retention of health insurance.
  10. Providers must have the ability to provide documentation verifying uninsured status upon request of ADAP.
  11. Providers must maintain and update a sliding fee scale based on the federal poverty index. <http://aspe.hhs.gov/poverty/index.cfm>
- c. In anticipation of having a waiting list of more than five (5) days, Grantee will contract in advance with local, licensed Alcohol and Drug Counselors. Providers will refer Medicaid clients to these contracted counselors if there is a waiting list of more than five (5) days per State Act 58, Sec. E.313 (2015-2016). This document may be viewed at <http://legislature.vermont.gov/assets/Documents/2016/Docs/ACTS/ACT058/ACT058%20As%20Enacted.pdf>
- d. Services to special populations including clients with diverse cultural health beliefs and practices, clients with preferred languages and clients with health literacy and other communication needs will be provided by clinicians with the appropriate qualifications and skills to provide treatment to those patient populations. In instances where suitable clinicians are not available within an agency, programs should subcontract with appropriate clinicians in the community.
- e. Grantees must insure that treatment capacity includes payment for services for uninsured clients and that it is available for the full twelve months of the grant year.
- f. Providers are aware and comply with the Centers for Medicare & Medicaid Services (CMS) regulations and that these regulations are part of the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs audit process.
- g. Tobacco Related General Provisions and Obligations**
- 1. Definitions:**
    - i. Tobacco-free means prohibiting the use of all tobacco products, substitutes, and paraphernalia in facilities, on grounds, and in vehicles owned or operated by the Grantee.
    - ii. Facility means any part of the Grantee that is used by patients, staff, volunteers, or visitors. This includes the buildings and grounds under the direct control of the facility and vehicles that are owned and operated by the facility.
    - iii. Tobacco products, substitutes, and paraphernalia are as defined in 7 V.S.A. § 1001.

- iv. Patient means any recipient of Grantee services.

## **2. Policy and Procedures:**

The Grantee's facility, as defined above, must be tobacco-free on or before July 1, 2015. The Grantee shall determine and establish written policies, procedures, and methods designating their facilities as tobacco-free environments. These policies, procedures, and methods should at a minimum include the following:

- i. Defines the facility, vehicles, and grounds that are tobacco-free.
- ii. Prohibits patients, family members, and other visitors from bringing tobacco products, substitutes, and paraphernalia to the facility.
- iii. Requires all patients, staff, volunteers, and visitors to be informed of the tobacco-free policy including posted notices and copies of the policy.
- iv. Prohibits staff from using tobacco products at work, during work hours.
- v. Establishes a tobacco-free policy for staff while they are on the site of the service.
- vi. Establishes screening and treatment modalities for patients who use tobacco.
- vii. Describes training on tobacco use and nicotine dependence available to the staff including clinical, non-clinical, administrative, and volunteers.
- viii. Establishes procedures, including a policy to address patients who relapse on tobacco products. Each facility shall address staff policy infractions consistent with the supervisory procedures of that facility.

Resources, including procedures and sample written policies, are available on the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs' (ADAP) website at <http://healthvermont.gov/adap/grantees/Grantees.aspx> under "Tobacco-Free Treatment Facility Resources". Technical assistance is available through the Vermont Department of Health, Division of Health Promotion and Disease Prevention, Tobacco Control Program, (802) 863-7330.

## **h. CONFIDENTIALITY:**

- a. Grantee must comply with 42 CFR Part 2, Confidentiality of Records.  
(<http://www.ecfr.gov/cgi-bin/text-idx?SID=475325a89f0362ee73b4ae450afdf0d2&node=42:1.0.1.1.2&rgn=div5>)
- b. Grantee Programs must comply with 45 CFR Part 164, HIPAA Privacy Regulations.  
(<http://www.ecfr.gov/cgi-bin/text-idx?SID=f2759e867a976a7407050e8a02122915&node=pt45.1.164&rgn=div5>)
- c. Grantee must comply with the requirements of the Agency of Human Services (AHS) Rule Number 08-048 concerning access to information.  
(<http://humanservices.vermont.gov/policy-legislation/ahs-rule-08-048-consumer-information-and-privacy/view>)

## **Federal Funds Compliance Requirements**

As a recipient of Federal funds under the terms of your agreement with the Department of Health, you are responsible for meeting the compliance requirements associated with each Federal fund source. The specific requirements for each Federal fund can be found

in the Federal Office of Management and Budget Circulars or Guidance. We have listed these circulars and the Guidance below.

The specific requirements for activities allowed or unallowed are unique to each Federal program and are found in the laws, regulations, and the provisions of contract or grant agreements pertaining to the program.

In addition, for subrecipients that expend more than \$500,000 in Federal subawards or \$750,000 for fiscal years beginning after December 26, 2014 or the equivalent in federally funded products, from *all* sources, an audit is required as defined by OMB Circular A-133 or on or after December 26, 2014, as defined by the Uniform Guidance, Subpart F. The audit process includes a comprehensive audit by an independent auditor selected by the subrecipient. The audit report which is produced must be submitted and reviewed by AHS.

The State maintains responsibility for ensuring that our subrecipients meet the compliance requirements for each Federal program by our monitoring of your organization's activities under the terms of the grant agreements. It is the responsibility of your organization to meet each compliance requirement.

**APPLICABLE CIRCULARS (before December 26, 2014):**

	<u>Public Schools &amp; Government</u>	<u>Universities &amp; Colleges Educational Inst.</u>	<u>Non-profit</u>	<u>Hospital</u>
<i>Costs:</i>	<i>A-87</i>	<i>A-21</i>	<i>A-122</i>	<i>45CFR Part74</i>
<i>Admin:</i>	<i>A-102</i>	<i>A-110</i>	<i>A-110</i>	<i>45CFR Part74</i>
<i>A-133 Audit</i>	<i>A-133</i>	<i>A-133</i>	<i>A-133</i>	<i>A-133</i>

A-21: "Cost Principles for Educational Institutions" (OMB Circular A-21)

A-87: "Cost Principles for State, Local and Indian Tribal Governments" (OMB Circular A-87)

A-102: "Grants and Cooperative Agreements with State and Local Governments" (OMB Circular A-102)

A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110)

A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122)

A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)

45CFR Part74: "Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations; and Certain Grants and Agreements with States, Local Governments and Indian Tribal Governments"

**APPLICABLE GUIDANCE (on or after December 26, 2014)**

2 CFR Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)

AHS 12-26-14

**i. Clinical Requirements:**

- 1) To the extent available, the provider will directly provide, or arrange for, the clients' treatment along the full continuum of care, including aftercare, such that admissions, discharges and transfers between programs and providers will be planned and coordinated by the respective programs. An in-depth assessment of persons admitted for any level of care will be conducted incorporating the ASAM Criteria, Third Edition to justify level of care.
- 2) Grantee must ensure that counselors providing substance abuse treatment services will be licensed/certified in Vermont as required by 18 V.S.A. Chapter 94, Section 4806. All individuals practicing substance abuse treatment without a formal license must provide documentation of the Apprentice Addiction Professional (AAP) credential under Licensed Alcohol Drug Counselor (LADC) supervision within 180 days of employment. All non-licensed/apprenticed staff must have a LADC sign-off in the clinical chart in accordance with the *Substance Abuse Treatment Certification Rule*.  
[http://healthvermont.gov/reg/documents/substance\\_abuse\\_treatment\\_certification\\_rule.pdf](http://healthvermont.gov/reg/documents/substance_abuse_treatment_certification_rule.pdf)
- 3) Services to special populations will be provided by clinicians with the appropriate qualifications and skills to provide treatment to those populations.
- 4) The Grantee will make accommodations for clients with special needs per American Disability Act (ADA) Federal guidelines.
- 5) The Grantee will comply with the Medication Assisted Treatment for Opioid Dependence rules:  
[http://healthvermont.gov/reg/documents/opioid\\_dependence\\_rule.pdf](http://healthvermont.gov/reg/documents/opioid_dependence_rule.pdf)
- 6) The provider must comply with the State of Vermont, Agency of Human Services, *Substance Abuse Treatment Certification Rule*:  
[http://healthvermont.gov/reg/documents/substance\\_abuse\\_treatment\\_certification\\_rule.pdf](http://healthvermont.gov/reg/documents/substance_abuse_treatment_certification_rule.pdf)
- 7) The provider may not bill Medicaid or Vermont Department of Health for any services provided by Department of Vermont Health Access (DVHA) funded spoke staff.
- 8) The Grantee agrees to work collaboratively and coordinate with local Children's Integrated Services (CIS) Teams for Pregnant, Postpartum women and their partners and children in order to provide seamless services within the Vermont Agency of Human Services.
- 9) At a minimum, Grantee will screen all clients over the age of 12 engaged in formal addiction treatment for nicotine dependence, using an evidence-based screening tool. If appropriate, the Grantee will offer referral to 802Quits and/or include tobacco cessation as part of the addiction treatment plan using current clinical guidelines for nicotine dependence, as provided by the State. Tobacco

cessation treatment, treatment tools and clinical guideline references are available at <http://healthvermont.gov/adap/grantees/Grantees.aspx>

- 10) Drug Toxicology Screening - <http://healthvermont.gov/adap/grantees/Grantees.aspx>. Refer to Hub Protocol: Drug Toxicology Screening
- 11) In conjunction with the ICD-10 changeover, preferred providers are expected to use DSM-5 for assessment and diagnosis effective October 1, 2015.



## APPENDIX II: PERFORMANCE EXPECTATIONS

Grant performance and payment will be measured and evaluated solely by the Performance Indicator sections listed below.

Performance Indicator Data Timeliness	
<b>Performance Indicator Description (How much?)</b>	All data and reporting is provided in a timely manner - ADAP did not have to call, email, or write a letter requesting past due data or reporting at any time during the grant cycle
<b>Description of Goal</b>	Make all required data submissions and reports in accordance with the reporting schedule in the grant.
<b>Goal</b>	ADAP did not have to call, email, or write a letter requesting past due data or reporting at any time during the grant cycle
<b>Baseline</b>	N/A
<b>Measurement Period</b>	First three quarters of the grant period
<b>Data Source</b>	Grant files

Performance Indicator Program Approval Status	
<b>Performance Indicator Description (How well?)</b>	Program complies with the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs, <a href="#">Substance Abuse Treatment Certification Rule</a>
<b>Description of Goal</b>	Maintain "Approved" status as defined in the Substance Abuse Treatment Certification Rule
<b>Goal</b>	All programs maintain "Approved" status
<b>Measurement Period</b>	First three quarters of the grant period.
<b>Data Source</b>	Program Approval reports

Performance Indicator Social Supports	
<b>Performance Indicator Description (How well?)</b>	Percentage of treatment clients (excluding residential detoxification and treatment) who maintain high levels of support (4 or more times per week) or have more social supports on discharge than on admission
<b>Description of Goal</b>	At least 25% of discharges maintain high or increase the number of social supports as compared to admit
<b>Goal</b>	25%
<b>Baseline</b>	Baseline established
<b>Measurement Period</b>	Year 1
<b>Data Source</b>	Substance Abuse Treatment Information System (SATIS) data submitted monthly by preferred providers.

Performance Indicator Treatment Retention	
<b>Performance Indicator Description (How well?)</b>	Percentage of clients admitted for Medication Assisted Treatment, retained in treatment for 90 days or longer. Excludes those who complete treatment, were transferred to another level of care (such as a spoke), those who died, and those who are incarcerated within 90 days of admission.
<b>Description of Goal</b>	90-day retention rate of 80%
<b>Goal</b>	Statewide goal is 90%
<b>Baseline</b>	Baseline established
<b>Measurement Period</b>	Year 1
<b>Data Source</b>	Substance Abuse Treatment Information System (SATIS) data submitted monthly by preferred providers.

Performance Indicator Number of MAT People Served	
<b>Performance Indicator Description (How much?)</b>	Number of unique individuals served in MAT programs
<b>Description of Goal</b>	Increase or maintain the number of people served in MAT programs
<b>Goal</b>	The number of people served in MAT programs increase from or are maintained at baseline
<b>Baseline</b>	Baseline established
<b>Measurement Period</b>	Year 1
<b>Data Source</b>	Substance Abuse Treatment Information System (SATIS) data submitted monthly by preferred providers.

Statewide Desired Outcomes (Are Vermonters Better Off?)	
<b>Outcome</b>	<b>Means of Performance Verification/Data Source</b>
Reduce the percent of people who need and do not receive specialty treatment for abuse or dependence in the last year	National Survey on Drug Use and Health (NSDUH)
Provide referral and/or interim services for individuals on the wait list for services	National Survey on Drug Use and Health (NSDUH)

Grant Monitoring and Technical Assistance
<p>Adherence to program approval standards</p> <p>Timely receipt, review and approval of all data and required reporting as outlined in Attachment A of this document.</p> <p>At the discretion of the State, Grantee will participate in an annual Grantee site visit to determine grant deliverable compliance.</p> <p>At the discretion of the State, Grantee will participate in a Treatment Program Approval Site visit.</p>

PERFORMANCE MEASURES/MEANS OF VERIFICATION:

Deliverable	Measure	Means of Performance Verification (Data Source)
Grantee must ensure that each client receives at least one (1) Health Home service and one (1) face-to-face typical treatment service per month	100% of clients billed at the enhanced home health rate receive at least one (1) home health service and one (1) face-to-face treatment service per month	Provider health record must be auditable and contain evidence that both services were completed
NCQA Site Visit	Provider will participate in all NCQA evaluations as determined by the results of the initial assessment.	VCHIP Report
Grantee will submit Substance Abuse Treatment Information System (SATIS) data for all Hub clients	Monthly, by the last day of the following month. Payment withheld until data is received.	SATIS
Implementation and use of Department of Vermont Health Access (DVHA), Blueprint for Health HIT system, when available	Grantee clinical and IT staff are committed to, and will participate in, the development of a process for collecting and populating the DVHA, Blueprint for Health HIT system, when available	DVHA, Blueprint for Health HIT system, when available  Program approval site visit
Access/Develop plan to manage/eliminate waiting lists	Develop a written plan to address waiting lists by the end of the grant period with a long term goal of seeing all referred clients within 5 business days.	Plan developed and submitted to ADAP treatment by 4/1/2017
Caseload	Provider must show month over month increases in HUB census until full capacity is achieved and maintained.	SATIS/Census Report/Access report

**CMS and Health Home Measures (Must be auditable):** The Centers for Medicare and Medicaid Services (CMS) require participating Health Home providers to report quality measures to the State. The purpose of these measures is to capture information on clinical outcomes, experience of care outcomes, and quality of care outcomes specific to the provision of Health Home services. The core measures that CMS is requiring follow:

<i>CMS Core Set of Quality Measures</i> <b>Topic Area</b>	<b>Measure</b>	<b>Measure Source/ Evidence Grade</b>	<b>Numerator/ Denominator</b>	<b>Potential Data Source</b>
All Cause Readmission	Number of acute patient stays during measurement year followed by an acute readmission for any diagnosis within 30 days		N: # of Index Hospital Stays with a readmission within 30 days for health home participants 18 years of age and older (for each age, gender, and total combination).  D: # of Index Hospital Stays for health home participants 18 years of age and older (for each age, gender and total combination)	Claims – will be calculated by On-Point
Ambulatory Care-Sensitive Condition Admission	Ambulatory care sensitive conditions: age-standardized acute care hospitalization rate for conditions where appropriate ambulatory care prevents or reduces the need for admission to the hospital, per 100,000 population under age 75	NQMC Rosenthal	N: total number acute care hospitalizations for ACSC for ages 75 and under  D: total mid-year population for ages 75 and under	Claims – Will be calculated by On-Point
Emergency Department Visits	Preventable/ACS C emergency department visits	HEDIS	Percentage of health home participants with one or more emergency department visits for any conditions named in the NYU ED methodology, available at <a href="http://wagner.nyu.edu/chpsr/index.html?p=61">http://wagner.nyu.edu/chpsr/index.html?p=61</a>	Claims – Will be calculated by On-Point

<i>CMS Core Set of Quality Measures</i> <b>Topic Area</b>	<b>Measure</b>	<b>Measure Source/ Evidence Grade</b>	<b>Numerator/ Denominator</b>	<b>Potential Data Source</b>
Follow-Up After Hospitalization for Mental Illness	Percent discharged for hospitalization for treatment of selected mental health disorders with visit with mental health practitioner within 7 days	NQMC NCQA/HEDIS CMS	N: Health home participants who had an outpatient visit, intensive outpatient encounter, or partial hospitalization with a mental health practitioner within 7 days after discharge. Includes outpatient visits, intensive outpatient encounters or partial hospitalizations that occur on date of discharge. D: Health home participants who were discharged alive from an acute inpatient setting with a principal mental health diagnosis during measurement year.	Claims – Will be calculated by On-Point
Self-Management for Any Chronic Condition	Percentage of care plans that address self-management	Identify key systems in primary care  Assess current clinical chart system for documenting self-management Identify and develop plan consistent with program work flow to document self-management	Percentage of care plans that address self-management	Options: Direct report into EMR or DVHA, Blueprint for Health HIT system, when available, attestation by provider, or Vermont Child Health Improvement Program (VCHIP) could review when they do NCQA standards

<i>CMS Core Set of Quality Measures</i> <b>Topic Area</b>	<b>Measure</b>	<b>Measure Source/ Evidence Grade</b>	<b>Numerator/ Denominator</b>	<b>Potential Data Source</b>
Adult BMI Assessment	% of individuals ages 18-74 who had an outpatient visit and had their BMI documented during the measurement year or year prior to measurement year	NCQA HEDIS Assess current clinical chart system for documenting BMI results from Primary Care  Develop plan to report on patients with BMI result in clinical record	N: BMI documented during measurement year or prior year  D: ages 18-74 with outpatient visit	EMR or DVHA, Blueprint for Health HIT system, when available
Controlling High Blood Pressure	The percentage of patients 18-85 years of age who had a diagnosis of hypertension (HTN) and whose blood pressure (BP) was adequately controlled (<140/90) during the measurement year.	Assess provider system to determine baseline. Develop Plan to document in Hub EMR.	N: The number of patients in the denominator whose most recent, representative BP is adequately controlled during the measurement year. For a member's BP to be controlled, both the systolic and diastolic BP must be <140/90mm Hg.  D: Patients 18-85 with hypertension. A patient is considered hypertensive if there is at least one outpatient encounter with a diagnosis of HTN during the first six months of the measurement year.	Claims EMR

<i>CMS Core Set of Quality Measures</i> <b>Topic Area</b>	<b>Measure</b>	<b>Measure Source/ Evidence Grade</b>	<b>Numerator/ Denominator</b>	<b>Potential Data Source</b>
Age and gender appropriate health screenings		HEDIS -Assess Hub clinical chart system capability to document age & gender screenings -Assess capacity to develop reports in collaboration with client PCP	N: Health home participants with timely receipt of age and gender appropriate screenings (e.g. breast cancer screening, cervical cancer screening, and colorectal cancer screening)  D: Health home participants eligible for screening (i.e., age and gender appropriate)	PCP practices serving HUB clients
Screening for clinical depression and follow-up plan	Percent screened for clinical depression using standardized tool with follow up documentation	Assess provider system to determine baseline. Develop Plan to document in Hub EMR.	N: Total number of health home participants aged 18 years and older who were screened for clinical depression using a standardized tool and have follow-up documentation  D: All health home participants age 18 years and older screened with a standardized tool.	EMR or DVHA, Blueprint for Health HIT system, when available
Alcohol Misuse Screening	Annual screening with standardized tool	Assess provider system to determine baseline Develop plan to document in Hub EMR	N: Health home participants screened annually for alcohol misuse with a standardized tool with item-wise recording of item responses, total score and positive or negative result in the medical record.  D: All health home participants eligible for alcohol misuse screening	EMR or DVHA, Blueprint for Health HIT system, when available

<i>CMS Core Set of Quality Measures</i> <b>Topic Area</b>	<b>Measure</b>	<b>Measure Source/ Evidence Grade</b>	<b>Numerator/ Denominator</b>	<b>Potential Data Source</b>
Tobacco Cessation Screening	Receipt of advice to quit smoking	Assess provider system to determine baseline  Develop plan to capture data in EMR/Chart system	N: Health home participants using tobacco who, within the past year, received advice to quit.  D: All health home participants using tobacco	EMR or DVHA, Blueprint for Health HIT system, when available
Tobacco Cessation Screening	Receipt of information on smoking cessation medications	Assess provider system to determine baseline Develop plan to capture data in EMR/Chart system	N: Health home participants using tobacco, within the past year, whose practitioner recommended or discussed smoking cessation medications.  D: All health home participants using tobacco	EMR or DVHA, Blueprint for Health HIT system, when available
Care Transition – Transition Record Transmitted to Health Care Professional	Care transitions: percentage of patients, regardless of age, discharged from an inpatient facility to home or any other site of care for whom a transition record was transmitted to the facility or primary physician or other health care professional designated for follow-up care within 24 hours of discharge	NQMC NQF 648 Evid. Gr. 1  Assess current system capability/ develop plan	N: transition record was transmitted to facility, PCP or provider for follow-up care within 24 hours of discharge  D: all patients discharged from inpatient facility to home/self- care or any other care site	Claims Survey  EMR or DVHA, Blueprint for Health HIT system, when available



<i>CMS Core Set of Quality Measures</i> <b>Topic Area</b>	<b>Measure</b>	<b>Measure Source/ Evidence Grade</b>	<b>Numerator/ Denominator</b>	<b>Potential Data Source</b>
Care Transitions	Transition records – receipt of transition record at a time of discharge with specified elements	Assess current system capability/ develop plan	<p>N: Health home participants or their caregiver(s) who received a transition record (and with whom a review of all included information was documented) at the time of discharge.</p> <p>D: All health home participants discharged from an inpatient facility to home/ self-care or other site of care. Record requirements include principle diagnosis and problem list; medication list including OTC medications, medical home; transferring coordinating physician/institution and their contact information; patient's cognitive status; test results and pending results</p>	<p>Claims Survey</p> <p>EMR or DVHA, Blueprint for Health HIT system, when available</p>
Care Transitions	Receipt of reconciled medication list	Assess current system capability/ develop plan	<p>N: All health home participants, regardless of age, or their caregivers(s) who received a reconciled medication list at the time of discharge.</p> <p>D: All health home participants, regardless of age, discharged from an inpatient facility to home/self-care or any other site of care.</p>	<p>Claims Survey</p> <p>EMR or DVHA, Blueprint for Health HIT system, when available</p>

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ 1,000,000 per occurrence, and \$ 3,000,000 aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior

fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
  - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the

award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont – Attachment C\_9-1-2015\_rev

## **ATTACHMENT E**

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its \_\_\_\_\_ **[Insert Name of AHS Department, Office or Division]** (“Covered Entity”) and **[Insert Name of Contractor/Grantee]** (“Business Associate”) as of \_\_\_\_\_ (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

**1. Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

**2. Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

**3. Permitted and Required Uses/Disclosures of PHI.**

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate’s Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

**4. Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two



(2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

**5. Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

**6. Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

**6.4** Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

**7. Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

**8. Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

**9. Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

**10. Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

**11. Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

**12. Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

**13. Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by

Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

**15. Return/Destruction of PHI.**

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

**16. Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity,

Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

**17. Security Rule Obligations.** The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

**18. Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

**ATTACHMENT F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS**

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)
3. **Medicaid Program Grantees:**

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

**Protected Health Information:** The Grantee shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this grant. The Grantee shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

**Other Confidential Consumer Information:** The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

**Social Security numbers:** The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the



Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days' notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Grantee shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Grantee is operating a system or application on behalf of the State of Vermont, then the Grantee shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Grantee's materials.

11. **Security and Data Transfers.** The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

The Grantee will ensure the physical and data security associated with computer

equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Grantee will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:

1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Grantee.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely

or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

*Attachment F- Revised AHS- 12/10/10*

### Appendix III: ADAP Provider Information Summary FY17

**Fiscal Agent/Subrecipient:** The Fiscal Agent will receive the check, manage the money and report finances to ADAP. VDH Business Office mails grant paperwork (copies for signature, final copies, invoices, etc.) to the Fiscal Agent. Checks/electronic deposits will be issued to the Fiscal Agent listed on this form.

**Fiscal Agent Organization:**

*(Full legal name of organization responsible for fiscal management)*

Federal Tax ID: Vermont Tax ID:  
DUNS #: CCR (CAGE) #:  
FY Starts: FY Ends:

Indirect Cost/Cost Allocation Plan Rate: Federally Approved: ☐ YES ☐ NO  
(U.S. Health & Human Services Cost Allocation Services)

Remit To Address (Same as W-9): Street:  
City: State: Zip:

Business Office Contact: Phone:  
Ext: Email:

Contact person for e-mail reminders about reporting: Contact:  
Phone: Ext: Email:

**CEO/Executive Director:**

*(Organization's senior staff member that has the authority to legally sign the grant/contract agreement)*

Name: Title:  
Phone: Email:

*Is the Fiscal Agent the same as the Program Organization?* ☐ YES ☐ NO

**Program Organization:** *This is the organization that will oversee the services*

**Program Organization:**

Mailing Address: Street:

City: State: Zip:

Program Director: Phone:  
Ext: E-mail:

*outlined in the grant.*

**Attachments:** Grantee must submit the following items with this form:

1. W-9 Tax Form (**updated and within 6 months of pending grant or amendment**)
2. Certificate of Liability Insurance **naming the State, its officers and employees as additional insureds** in compliance with Attachment C and includes the following:
  - a. General Liability

- b. Automobile Liability
- c. Worker's Compensation
- d. Professional Liability Insurance Certificate (if Applicable)

***To request a copy of Attachment C for insurance requirements, please e-mail  
[AHS.VDHADAPGrants@vermont.gov](mailto:AHS.VDHADAPGrants@vermont.gov)***